

15788-C

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
(212) 819-8200
TELEX: 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
BIRGER JARLSGATAN 14, STOCKHOLM
CUMHURİYET CADDESİ 12/10, ISTANBUL
ZIYA ÜRRAHMAN CADDESİ 17/5, ANKARA

RECORDATION NO. 15788-C
FILED 2020

GJC:MB

SEP 29 1988 - 1 44 PM

September 29, 1988

INTERSTATE COMMERCE COMMISSION

re Documents for Recordation, 49 USC Section 11303

Heather J. Gradison, Chairman
Interstate Commerce Commission
12th Street & Constitution Avenue N.W.
Washington, D.C. 20423

No. 8-273A045
Date SEP 29 1988
Fee \$ 13.00

Dear Ms. Gradison:

Enclosed herewith are an original and 2 counterparts of the document described below, to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

This document, identified as "Lease and Security Agreement Supplement No. 2", is a secondary document dated September 29, 1988. The primary documents to which this is connected are the Equipment Lease Agreement and the Loan and Security Agreement recorded under Recordation Nos. 15788 and 15788A respectively on August 25, 1988.

The names and addresses of the parties to the document are as follows:

LESSOR/OWNER:
TRUSTEE

Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

LESSEE:

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

100 OFFICE OF
THE SECRETARY
SEP 29 1 26 PM '88
MOTOR OPERATING UNIT

Chandler - C.T. Karpman

LENDERS: The Prudential Insurance
 Company of America
 Pruco Life Insurance Company
 c/o Prudential Capital
 Corporation
 Three Gateway Center
 Newark, NJ 07102

A description of the equipment covered by the document is attached hereto as Schedule A.

A short summary of the document to appear in the Index should be as follows:

Lease and Security Agreement Supplement No. 2 to the Equipment Lease Agreement and the Loan and Security Agreement with Recordations Nos. 15788 and 15788A, dated September 29, 1988 among Wilmington Trust Company, not in its individual capacity but as Lessor/Owner Trustee, CSX Transportation, Inc., Lessee and The Prudential Insurance Company of America and Pruco Life Insurance Company, Lenders, covering 358 open top hopper railcars (100 ton), from series identified by the Lessee as CSXT 812893 to CSXT 814795.

A check for the required recordation fee of \$13.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

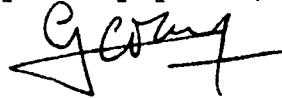
The undersigned certifies that he is acting as counsel to The Prudential Insurance Company of America and

Heather J. Gradison, Chairman

-3-

Pruco Life Insurance Company, Lenders, for purposes of this filing and that he has knowledge of the matter set forth in the above-described documents.

Very truly yours,

A handwritten signature in black ink, appearing to read 'G Cohen', with a stylized flourish extending from the end.

Gad J. Cohen, Esq.

Enclosures

cc: Sylvia Fung Chin, Esq.
Clifford J. Hendel, Esq.

CARS = 358

SCHEDULE A

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 812893	CSXT 813169	CSXT 813360	CSXT 813637
CSXT 812900	CSXT 813173	CSXT 813365	CSXT 813641
CSXT 812908	CSXT 813177	CSXT 813368	CSXT 813646
CSXT 812917	CSXT 813179	CSXT 813372	CSXT 813650
CSXT 812918	CSXT 813182	CSXT 813375	CSXT 813654
CSXT 812920	CSXT 813193	CSXT 813376	CSXT 813659
CSXT 812922	CSXT 813194	CSXT 813378	CSXT 813667
CSXT 812932	CSXT 813199	CSXT 813383	CSXT 813672
CSXT 812939	CSXT 813203	CSXT 813388	CSXT 813684
CSXT 812945	CSXT 813205	CSXT 813417	CSXT 813688
CSXT 812947	CSXT 813208	CSXT 813419	CSXT 813697
CSXT 812949	CSXT 813209	CSXT 813423	CSXT 813700
CSXT 812951	CSXT 813211	CSXT 813434	CSXT 813708
CSXT 812960	CSXT 813212	CSXT 813436	CSXT 813711
CSXT 812968	CSXT 813213	CSXT 813437	CSXT 813716
CSXT 812986	CSXT 813215	CSXT 813441	CSXT 813727
CSXT 812987	CSXT 813216	CSXT 813460	CSXT 813730
CSXT 812992	CSXT 813218	CSXT 813461	CSXT 813741
CSXT 812994	CSXT 813219	CSXT 813466	CSXT 813749
CSXT 813002	CSXT 813223	CSXT 813470	CSXT 813750
CSXT 813014	CSXT 813226	CSXT 813475	CSXT 813763
CSXT 813015	CSXT 813227	CSXT 813487	CSXT 813773
CSXT 813018	CSXT 813228	CSXT 813492	CSXT 813780
CSXT 813027	CSXT 813231	CSXT 813494	CSXT 813783
CSXT 813033	CSXT 813236	CSXT 813495	CSXT 813796
CSXT 813038	CSXT 813246	CSXT 813502	CSXT 813802
CSXT 813039	CSXT 813248	CSXT 813506	CSXT 813804
CSXT 813046	CSXT 813251	CSXT 813511	CSXT 813807
CSXT 813052	CSXT 813252	CSXT 813515	CSXT 813809
CSXT 813056	CSXT 813256	CSXT 813517	CSXT 813813
CSXT 813057	CSXT 813267	CSXT 813523	CSXT 813826
CSXT 813058	CSXT 813269	CSXT 813526	CSXT 813827
CSXT 813064	CSXT 813272	CSXT 813529	CSXT 813835
CSXT 813066	CSXT 813273	CSXT 813530	CSXT 813841
CSXT 813106	CSXT 813275	CSXT 813531	CSXT 813852
CSXT 813107	CSXT 813277	CSXT 813542	CSXT 813867
CSXT 813110	CSXT 813283	CSXT 813545	CSXT 813872
CSXT 813112	CSXT 813287	CSXT 813555	CSXT 813873
CSXT 813114	CSXT 813291	CSXT 813556	CSXT 813876
CSXT 813115	CSXT 813292	CSXT 813557	CSXT 813884
CSXT 813118	CSXT 813294	CSXT 813564	CSXT 813887
CSXT 813119	CSXT 813300	CSXT 813566	CSXT 813894
CSXT 813121	CSXT 813307	CSXT 813573	CSXT 813899
CSXT 813128	CSXT 813331	CSXT 813577	CSXT 813900
CSXT 813134	CSXT 813332	CSXT 813585	CSXT 813901
CSXT 813135	CSXT 813333	CSXT 813589	CSXT 813907
CSXT 813136	CSXT 813336	CSXT 813594	CSXT 813910
CSXT 813137	CSXT 813342	CSXT 813598	CSXT 813915
CSXT 813141	CSXT 813347	CSXT 813603	CSXT 813917
CSXT 813149	CSXT 813355	CSXT 813609	CSXT 813932
CSXT 813162	CSXT 813358	CSXT 813630	CSXT 813941
CSXT 813166	CSXT 813359	CSXT 813636	CSXT 813944

CARS = 358

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 813950	CSXT 814266	CSXT 814554	
CSXT 813960	CSXT 814270	CSXT 814560	
CSXT 813967	CSXT 814276	CSXT 814564	
CSXT 813972	CSXT 814281	CSXT 814571	
CSXT 813974	CSXT 814284	CSXT 814572	
CSXT 813979	CSXT 814285	CSXT 814577	
CSXT 813998	CSXT 814286	CSXT 814591	
CSXT 814014	CSXT 814290	CSXT 814598	
CSXT 814023	CSXT 814299	CSXT 814599	
CSXT 814029	CSXT 814301	CSXT 814609	
CSXT 814030	CSXT 814306	CSXT 814617	
CSXT 814040	CSXT 814310	CSXT 814623	
CSXT 814041	CSXT 814314	CSXT 814639	
CSXT 814042	CSXT 814339	CSXT 814640	
CSXT 814046	CSXT 814341	CSXT 814649	
CSXT 814055	CSXT 814343	CSXT 814664	
CSXT 814059	CSXT 814349	CSXT 814667	
CSXT 814060	CSXT 814350	CSXT 814673	
CSXT 814073	CSXT 814359	CSXT 814675	
CSXT 814074	CSXT 814368	CSXT 814681	
CSXT 814075	CSXT 814375	CSXT 814684	
CSXT 814080	CSXT 814381	CSXT 814685	
CSXT 814090	CSXT 814386	CSXT 814687	
CSXT 814091	CSXT 814389	CSXT 814699	
CSXT 814092	CSXT 814396	CSXT 814700	
CSXT 814102	CSXT 814403	CSXT 814704	
CSXT 814104	CSXT 814416	CSXT 814706	
CSXT 814107	CSXT 814417	CSXT 814708	
CSXT 814135	CSXT 814420	CSXT 814720	
CSXT 814137	CSXT 814429	CSXT 814724	
CSXT 814143	CSXT 814444	CSXT 814729	
CSXT 814144	CSXT 814446	CSXT 814732	
CSXT 814145	CSXT 814450	CSXT 814740	
CSXT 814149	CSXT 814454	CSXT 814742	
CSXT 814160	CSXT 814456	CSXT 814744	
CSXT 814162	CSXT 814458	CSXT 814749	
CSXT 814175	CSXT 814459	CSXT 814755	
CSXT 814183	CSXT 814464	CSXT 814759	
CSXT 814189	CSXT 814478	CSXT 814761	
CSXT 814197	CSXT 814484	CSXT 814762	
CSXT 814201	CSXT 814489	CSXT 814763	
CSXT 814203	CSXT 814496	CSXT 814767	
CSXT 814205	CSXT 814507	CSXT 814773	
CSXT 814216	CSXT 814508	CSXT 814792	
CSXT 814220	CSXT 814514	CSXT 814793	
CSXT 814231	CSXT 814518	CSXT 814795	
CSXT 814243	CSXT 814525		
CSXT 814247	CSXT 814530		
CSXT 814252	CSXT 814533		
CSXT 814253	CSXT 814536		
CSXT 814259	CSXT 814537		
CSXT 814261	CSXT 814539		

RECORDATION NO. 15788-C

FILED 1988

ICC Copy
15788-

SEP 29 1988 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 2

Dated September 29, 1988

Among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
and
PRUCO LIFE INSURANCE COMPANY,
Lenders

OPEN TOP HOPPER RAILCARS

Note: This Lease and Security Agreement Supplement and certain rights of Lessor hereunder and in the Units covered hereby have been assigned to, and are subject to a security interest in favor of Lenders. To the extent, if any, that this Lease and Security Agreement Supplement shall constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease and Security Agreement Supplement may be created except through the transfer or possession of the original counterpart which the parties shall mark "Counterpart Number 1". This is Counterpart Number 2.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1988
AT ____:____ RECORDATION NUMBER ____.

THIS LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 2 dated September 29, 1988, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 15, 1988 (the "Trust Agreement") with TECO INVESTMENTS, INC., CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual insurance company and PRUCO LIFE INSURANCE COMPANY, an Arizona corporation (each, a "Lender," and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and Lenders have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into an Equipment Lease Agreement (the "Lease"), and Lenders and Owner Trustee have heretofore entered into a Loan and Security Agreement (the "Security Agreement"), each dated as of August 15, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix I to each of the Lease and the Security Agreement);

WHEREAS, the Participation Agreement and the Lease provide that on each Purchase Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Purchase Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Purchase Date;

WHEREAS, the Participation Agreement, the Lease, and the Security Agreement provide for the execution of a Lease and Security Agreement Supplement substantially in the form hereof for the purposes of leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Units to the lien of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Lenders hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.

3. The Lessor's Cost of each Unit leased hereunder is \$20,360 and the aggregate Lessor's Cost of the Units leased hereunder is \$7,288,800.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Security Agreement Supplement, on the first day of the Base Term to pay Interim Rent to Lessor for the Units, in the amount of \$101,571.35 and on each Rent Payment Date to pay Base Rent to Lessor for each Unit as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Yield Maintenance Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto Lenders in (i) the Units listed on Schedule 1 hereto and (ii) this Lease and Security Agreement Supplement, in each case excluding Excepted Payments and Rights, to have and to hold unto Lenders and their successors and assigns for their and their own use and benefit forever.

6. All of the provisions of the Lease and the Security Agreement are hereby incorporated by reference in this Lease and Security Agreement Supplement to the same extent as if fully set forth herein.

7. This Lease and Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Security Agreement Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: 
Title: Vice President

Lessee

CSX TRANSPORTATION, INC.

By: _____
Title: _____

Lenders

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____
Title: _____

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: _____
Title: _____

PRUCO LIFE INSURANCE COMPANY

By: _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By:  _____
Title: AVP & TREASURER - EQUIPMENT UNIT

Lenders

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____
Title: _____

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: _____
Title: _____

PRUCO LIFE INSURANCE COMPANY

By: _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By: _____
Title: _____

Lenders

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: Matthew J. Chanin
Title: Vice President

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: Thomas M. LeBrun
Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: Matthew J. Chanin
Title: Assistant Vice President

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 28TH day of September, 1988,
before me personally appeared Thomas P. Laskaris, to me
personally know, who, being by me duly sworn, says that he
is Vice President of WILMINGTON TRUST COMPANY, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Sharon Fr. Blend
Notary Public

My Commission Expires; 9-10-89

STATE OF

Maryland

)

City

COUNTY OF

Baltimore

)

SS.:

On this 27th day of September 1988,
before me personally appeared Dennis J. Chasard, to me
personally know, who, being by me duly sworn, says that he
AVP & TREASURER-EQUIPMENT UNIT of CSX TRANSPORTATION, INC., that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

H. Marlene Winchell
Notary Public

H. MARLENE WINCHELL
BALTO. CO., MD.
My Commission Expires July 1, 1990

My Commission Expires;

[Notary Seal]

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 27th day of September, 1988,
before me personally appeared Matthew J. Chanin, to me
personally know, who, being by me duly sworn, says that he
is Vice President of THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

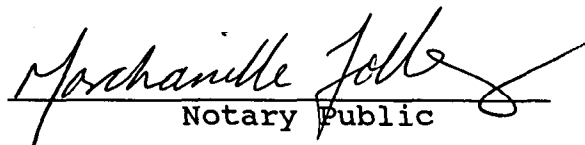
Marchantille Tolk
Notary Public

My Commission Expires; Dec. 10, 1990

[Notary Seal]

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 27th day of September, 1988,
before me personally appeared Thomas M. LeBrun, to me
personally know, who, being by me duly sworn, says that he
is Vice President of PruCapital Management, Inc., agent
for THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said corporation.


Notary Public

My Commission Expires; Dec. 10, 1990

[Notary Seal]

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 27th day of September, 1988,
before me personally appeared Matthew J. Chanin, to me
personally know, who, being by me duly sworn, says that he
is Asst. Vice President of PRUCO LIFE INSURANCE COMPANY, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Marchantille Jell
Notary Public

My Commission Expires: Dec. 10, 1990
[Notary Seal]

CARS = 358

SCHEDULE 1

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 812893	CSXT 813169	CSXT 813360	CSXT 813637
CSXT 812900	CSXT 813173	CSXT 813365	CSXT 813641
CSXT 812908	CSXT 813177	CSXT 813368	CSXT 813646
CSXT 812917	CSXT 813179	CSXT 813372	CSXT 813650
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CSXT 812939	CSXT 813203	CSXT 813388	CSXT 813684
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CSXT 813128	CSXT 813331	CSXT 813577	CSXT 813900
CSXT 813134	CSXT 813332	CSXT 813585	CSXT 813901
CSXT 813135	CSXT 813333	CSXT 813589	CSXT 813907
CSXT 813136	CSXT 813336	CSXT 813594	CSXT 813910
CSXT 813137	CSXT 813342	CSXT 813598	CSXT 813915
CSXT 813141	CSXT 813347	CSXT 813603	CSXT 813917
CSXT 813149	CSXT 813355	CSXT 813609	CSXT 813932
CSXT 813162	CSXT 813358	CSXT 813630	CSXT 813941
CSXT 813166	CSXT 813359	CSXT 813636	CSXT 813944

CARS = 358

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CSXT 814030	CSXT 814306	CSXT 814617	
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CSXT 814091	CSXT 814389	CSXT 814699	
CSXT 814092	CSXT 814396	CSXT 814700	
CSXT 814102	CSXT 814403	CSXT 814704	
CSXT 814104	CSXT 814416	CSXT 814706	
CSXT 814107	CSXT 814417	CSXT 814708	
CSXT 814135	CSXT 814420	CSXT 814720	
CSXT 814137	CSXT 814429	CSXT 814724	
CSXT 814143	CSXT 814444	CSXT 814729	
CSXT 814144	CSXT 814446	CSXT 814732	
CSXT 814145	CSXT 814450	CSXT 814740	
CSXT 814149	CSXT 814454	CSXT 814742	
CSXT 814160	CSXT 814456	CSXT 814744	
CSXT 814162	CSXT 814458	CSXT 814749	
CSXT 814175	CSXT 814459	CSXT 814755	
CSXT 814183	CSXT 814464	CSXT 814759	
CSXT 814189	CSXT 814478	CSXT 814761	
CSXT 814197	CSXT 814484	CSXT 814762	
CSXT 814201	CSXT 814489	CSXT 814763	
CSXT 814203	CSXT 814496	CSXT 814767	
CSXT 814205	CSXT 814507	CSXT 814773	
CSXT 814216	CSXT 814508	CSXT 814792	
CSXT 814220	CSXT 814514	CSXT 814793	
CSXT 814231	CSXT 814518	CSXT 814795	
CSXT 814243	CSXT 814525		
CSXT 814247	CSXT 814530		
CSXT 814252	CSXT 814533		
CSXT 814253	CSXT 814536		
CSXT 814259	CSXT 814537		
CSXT 814261	CSXT 814539		